Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number: /

Filing at a Glance

Company: Starmount Life Insurance Company

Product Name: JAD-Accidental Death Policy SERFF Tr Num: STAR-127630397 State: Arkansas

TOI: L08 Life - Other SERFF Status: Closed-Approved- State Tr Num: 49908

Closed

Sub-TOI: L08.000 Life - Other Co Tr Num: State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Belle Lucas, Natka Disposition Date: 10/05/2011

Varisco, Christie Moreau-Mabile

Date Submitted: 09/28/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 10/05/2011

State Status Changed: 10/05/2011

Deemer Date: Created By: Christie Moreau-Mabile

Submitted By: Christie Moreau-Mabile Corresponding Filing Tracking Number:

Filing Description:

We are pleased to file the above referenced form in Arkansas. This filing is a new filing and is being filed without an illustration. This product provides coverage for losses due to accidents only.

The product will be marketed through individual mailers or through other affinity marketing, such as associations and also through agents as standalone coverage to individuals at the workplace and through the internet. The application will be placed on our website upon approval.

Company and Contact

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number: /

Filing Contact Information

Christie Moreau-Mabile, Compliance Specialist christiem@starmountlife.com

8485 Goodwood Blvd 225-400-9247 [Phone]

Baton Rouge, LA 70806

Filing Company Information

Starmount Life Insurance Company CoCode: 68985 State of Domicile: Louisiana

7800 Office Park Boulevard Group Code: Company Type:
Baton Rouge, LA 70809 Group Name: State ID Number:

(225) 926-2888 ext. [Phone] FEIN Number: 72-0977315

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00 Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Starmount Life Insurance Company \$100.00 09/28/2011 52227331

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number:

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/05/2011	10/05/2011

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number: /

Disposition

Disposition Date: 10/05/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: STAR-127630397 State: Arkansas Filing Company: Starmount Life Insurance Company State Tracking Number: 49908

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number:

Schedule Item Status Public Access Schedule Schedule Item **Supporting Document** Flesch Certification Yes **Supporting Document** Application Yes **Form** JAD-Accidental Death Yes **Form** Application

Yes

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	01-002-AR	Policy/Cont JAD-Accidental ract/Fratern Death al Certificate	Initial		47.800	JAD Policy 090811.pdf
	01-002- APP	Application/Application Enrollment Form	Initial		57.000	01-002 JAD APP(9-19- 11).pdf

ACCIDENTAL DEATH POLICY

This policy is renewable for life subject to our rights to cancel all policies by class or to change premiums by class at the renewal date.

Starmount Life Insurance Company will pay the benefit provided by this policy to the beneficiary if an insured dies due to an injury received while the policy is in force, subject to all provisions of this policy. This policy is issued in consideration of the application and the payment of premiums shown in the application. The first premium is due on the Date of Issue. Subsequent premiums are due on the same day of each policy term after the Date of Issue.

SPECIAL NOTICE TO THE INSURED

This policy is based on the application attached to and made a part of this policy. If, as far as you know, there is any misstatement or if any information has been omitted, you should advise us immediately. Let us know the correct or omitted information; otherwise this policy may not be a valid contract. Our only liability to you then shall be limited to the return of all premiums paid.

NOTICE OF [30, 60, 90]-DAY RIGHT TO EXAMINE POLICY

This policy may be surrendered within [30, 60, 90] days of the date of issue by delivering or mailing it to the Company's Home Office or to the agent from whom it was purchased. Upon surrender, the Company will return any premium paid. If any person is covered under more than one like policy with Starmount Life Insurance, only one policy (chosen by the Owner, Insured, his beneficiary, or his estate) will be effective. The company will return all premiums paid for all other policies.

In witness whereof, the Company has caused this policy to be executed by its Chairman to take effect on its Date of Issue.

Hans Sternberg, Chairman

Hans J. Stember

Accidental Death Policy

- This is an accident only policy and it does not pay benefits for loss from sickness
- Benefits are reduced by one half at age 75 and beyond
- Proceeds are payable at an insured's death
- Coverage is renewable for life of the Primary Insured, however, after the first policy year, this Policy is subject to the Company's right to change premiums or to end protection by class. No individual can be singled out for such a change.
- Does not participate in dividends

POLICY CONTENTS Page Page Policy Schedule 3 Exclusions 5 Definitions 3 Renewal Conditions 5 Beneficiary 4 Continuation of Coverage 5 Coverage 4 General Provisions 6

STARMOUNT LIFE INSURANCE COMPANY POLICY SCHEDULE

POLICY NUMBER: «PolicyNumber» DATE OF ISSUE: «IssueDate»

PRIMARY INSURED: «Name»

MONTHLY PREMIUM: \$ «Premium».00

FAMILY COVERAGE: [YES]

Benefits are reduced by one half at age 75 and older.

		OPTIONAL FAMILY COVERAGE		
PRINCIPAL SUMS LOSS TO AGE 75 UNDER:	PRIMARY INSURED	SPOUSE	EACH CHILD	
PART I PUBLIC TRANSPORTATION	[\$1,000,000]	[\$100,000]	[\$50,000]	
PART II AUTO & AUTO RELATED	[\$400,000; \$200,000]	[\$50,000]	[\$10,000]	
PART III ALL OTHER	[\$200,000; \$100,000]	[\$10,000]	[\$5,000]	

DEFINITIONS

ACCIDENT: An unintended or unforeseen bodily Injury sustained by an Insured.

ACCIDENTAL DEATH: Death due to Accidental Bodily Injury caused by Accident occurring while the insurance is in force; the death must occur within 90 days after the date of the Accident, directly and independently of all other causes.

CHARTERED AIRCRAFT: Means an Aircraft that has been hired or rented and the Insured is a passenger and does not own nor act in the capacity of the pilot or crew member. The chartered aircraft must meet all FAA standard requirements and be hired for one purpose or one trip between definitively established airports, and if able, a flight plan will be filed with Air Traffic Control. The time that it is hired or rented may not exceed 10 straight days nor more than 15 days in one year. One or more aircraft hired on a regular or frequent basis are not considered chartered unless such aircraft is chartered by one's employer for the sole purpose of business travel.

COVERED ACCIDENT: An accident which:

- 1. Occurs on or after the effective date of the Policy;
- 2. Results in Loss:
- 3. Which is independent of all other causes, diseases, bodily infirmity, illness, infection, or any other abnormal physical condition; and
- 4. Is not excluded by name or specific description in the Policy.

FAMILY: Means the following persons, provided coverage has become effective:

- 1. The Primary Insured's spouse [or lawful Domestic Partner];
- 2. The Primary Insured's unmarried dependent child under age [18-30], who is Their natural or adopted child, step-child, foster child, or child for whom They are a legal guardian and who is primarily dependent on Them for support and maintenance.
- [3. The Primary Insured's unmarried child age [Insert same age as in 2, above] or older but less than age [21, 22, 23, 24, 25, 26, 27, 28, 29 or 30] who is:
 - a. Not regularly employed on a full-time basis;
 - b. Primarily dependent upon Them for support and maintenance; and
 - c. Enrolled as a full-time student in an accredited educational institution or licensed trade school.]
- [4.] The Primary Insured's unmarried child who has reached age [Insert same age as in 2, above] and who is:
 - a. primarily dependent upon Them for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

INJURY: Unexpected traumatic damage, of external origin, to the Insured's body caused by an accident occurring while the insurance is in force resulting in accidental death covered by this policy, subject to the following:

- 1. death must occur within 90 days of the date of the accident; and
- 2. death must be caused by the accident, directly and independently of all other causes.

INSURED: An eligible person as defined by the Policy Schedule for whom coverage is provided.

LAND MOTOR VEHICLE: Includes any gasoline, diesel, or similarly powered vehicle customarily used for transportation on land and for which the operator is normally licensed. This category includes, but is not limited to, those vehicles considered "Private Passenger Automobiles" by the policy. Also included are two-wheeled vehicles (motorcycles, motorscooters) and vehicles with more than four wheels (tractor/trailer rigs, flat bed trucks). Farm equipment, unless specifically designed and primarily used for transportation, are excluded.

LOSS: Means loss of life.

OCCUPYING: Means in or in direct contact with.

PRIMARY INSURED: The covered person named in the Policy Schedule.

PRIVATE PASSENGER AUTOMOBILE: Means a four wheel automobile which is not licensed to carry passengers for hire and which is of the pleasure, station wagon, van, jeep, or truck type with a factory rating load capacity of 2,000 pounds or less. Also included are all self-propelled motor home type vehicles of four wheels or more and recreational vehicles of four wheels or more.

RENEWAL DATE: The date to which premiums are paid and the date on which the next premium is due to continue this policy in force.

THEY, THEM, OR THEIRS: The Primary Insured.

WE, OUR, US OR COMPANY: Starmount Life Insurance Company.

YOU, YOUR, OR YOURS: The Owner of this Policy.

BENEFICIARY

BENEFICIARY: The Beneficiary shall be as designated on the application form to receive any Accidental Death Benefits payable. If there is no Beneficiary living or named, Accidental Death Benefits will be payable to the Owner, if living; otherwise to the Owner's estate. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at Our option, to any relative by blood or connection by marriage of the payee, who, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

CHANGE OF BENEFICIARY: Unless You provide otherwise in writing to Us, You may change the Beneficiary during the lifetime of the Insured. Changes must be made by written request filed with Us. The change will take effect on the date the request was received, but it will not apply to payments made by Us before We accept the request in writing. We will have no liability for any action taken by Us before that acceptance.

COVERAGE

PART I - BENEFIT FOR TRAVEL BY COMMON CARRIER (public transportation benefit described in the policy schedule)

If a Covered Person dies from an Injury while Occupying, as a fare-paying passenger, a public conveyance provided and operated by a duly licensed common carrier for regular passenger service by land, water, or air, we will pay the applicable benefit specified in the Policy Schedule. A passenger on a school bus is considered to be a passenger of a public conveyance provided and operated by a duly licensed common carrier. Privately chartered aircraft may be considered as a Common Carrier if it meets the definition of Chartered Aircraft as defined in this Policy.

PART II - BENEFIT FOR TRAVEL BY PRIVATE PASSENGER AUTOMOBILE AND LAND MOTOR VEHICLE ACCIDENTS

If a Covered Person dies from an Injury:

- 1. while Occupying a Private Passenger Automobile;
- 2. by being struck by a Land Motor Vehicle; or
- 3. while driving for hire a Land Motor Vehicle,

we will pay the applicable benefit specified in the Policy Schedule.

PART III - BENEFIT FOR ALL OTHER INJURIES RESULTING IN A LOSS

If a Covered Person is:

- 1. killed from an Injury in an accident not covered under Part I or Part II; and
- 2. not otherwise excluded in the policy, we will pay the applicable benefit specified in the Policy Schedule.

Principal Sums for each Covered Person are as specified in the Policy Schedule. Only one benefit will be paid for Accidental Death that results from one accident for each Covered Person.

All benefits are reduced by one half at age 75 and beyond.

EXCLUSIONS

No benefits will be paid for loss due to or directly contributed to by:

- 1. Having any sickness, disease or declining process caused by a sickness, including physical or mental infirmity. Also, benefits will not be paid to diagnose or treat the sickness. Sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury;
- 2. Suicide, or intentionally self-inflicted injuries, while sane or insane (in Missouri and Texas, while sane);
- 3. Medical or surgical treatment except when required as the result of accidental bodily injury;
- 4. Injury incurred prior to the effective date of coverage;
- 5. Bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound) or accidental ingestion of a poisonous food substance;
- 6. War or any act of war, declared or undeclared, including any armed aggression or resistance thereto by any country, alliance of countries or organization(s);
- 7. Committing an assault, felony or participating in a riot or insurrection or being engaged in an illegal occupation;
- 8. Injuries received while intoxicated or while under the influence of any controlled substance, unless administered at the advice of and in the dosage prescribed by a physician;
- 9. Any poison, gas or intoxicant, unless administered on the advice of and in the dosage prescribed a physician, voluntarily or involuntarily taken;
- 10. Injuries received by an active duty member of an armed service or reserve as a result of a military related accident, or who are deployed at the time of the accident, or the accident is directly related to participation in military maneuvers or training exercises; (Send us proof of service. We will refund any premium paid for this time);
- 11. Participation in any form of aeronautics, including getting in or out and on or off, except as a fare paying passenger in a regularly scheduled, commercial, licensed aircraft provided by a Common Carrier and operated by a licensed pilot;
- 12. Driving in an organized or scheduled race or speed test or while testing an automobile, motorcycle or vehicle on any racetrack or speedway;
- 13. Engaging in skin-diving, scuba-diving, hang-gliding, bungee-jumping, sail-gliding, para-sailing, para-kiting, mountain gliding or, parachuting (except where the insured has to make a jump for self-preservation);
- 14. Participation in any sport for pay or profit.

RENEWAL CONDITIONS

This policy is renewable for the life of the Primary Insured subject to the Company's right to cancel all policies by class. Renewal premiums are due on the first day of each renewal period. Your coverage will expire if the premium is not paid on or before the end of the grace period.

We reserve the right to increase rates by class. If we change the premium rates, we will notify you at least 45 days before the change becomes effective. We will notify you at your last known address according to our records. The initial premium and any revised premiums are guaranteed not to change for a period of 12 months, but may be increased once each six months thereafter with a 45 day notice. There will be no change in your class due to any physical impairment.

CONTINUATION OF COVERAGE

The policy will terminate upon the death of the Primary Insured.

Coverage for any child insured under this policy shall terminate as of the next renewal date after the child's marriage. You must write to notify us of a child's marriage.

Coverage for any dependent child insured under this policy shall terminate as of the next renewal date after the child's [24th] birthday. Such a child may continue to be covered if, upon reaching the limiting age, the child is and continues to be both (1) incapable of self-sustaining employment because of a mental or physical handicap; and (2) chiefly dependent upon you for support and maintenance.

We may inquire up to two months prior to the attainment by a dependent of the limiting age as to whether such dependent is a disabled and dependent person. If, in fact, the person is disabled and dependent on the Primary Insured, you must submit proof of such incapacity within 31 days of our inquiry for coverage to continue. If you do not provide the required proof, coverage may terminate for such dependent person as provided in the policy. In the absence of our inquiry, coverage for any disabled and dependent person shall continue through the term of the policy or any extension or renewal.

GENERAL PROVISIONS

ENTIRE CONTRACT

This policy and any attachments are the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

OWNERSHIP

Unless provided otherwise, the person who completes the application applying for insurance coverage on an Insured and pays the premium is the Owner. The Owner has the right to exercise every right regarding the insurance under his or her policy. If the Owner dies, all rights will be vested in the Primary Insured.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date on which a person becomes a Covered Person under this policy, no statements, except fraudulent misstatements made by the applicant in the application for coverage of such person, shall be used to void the policy or deny a claim.

Any increase in coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase from the Effective Date of such coverage.

GRACE PERIOD

If a premium is not paid when due, the insurance shall be in default. We will allow a 31 day grace period to pay each premium after the first one. If a premium is not timely paid at the end of the grace period, the insurance shall terminate on the original due date.

NOTICE OF CLAIMS

Written notice of claim must be given to us within 30 days after it occurs or as soon as reasonably possible. You may give the notice or you may have someone do it for you. The notice should give your name and policy number as shown in the Policy Schedule. Notice should be mailed to us at [P. O. Box 98100, Baton Rouge, LA 70898-9100].

CLAIM FORMS

When we receive the notice, we will send the claimant forms for filing proof of loss. If we do not send them within 15 days, the claimant can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

PROOF OF LOSS

Written proof of loss must be given to Us within ninety (90) days after the loss. If it is not reasonably possible to give written proof in the time required, We may not deny the claim if the proof is filed as soon as reasonably possible. However, proof is required no later than one year from the time specified unless the claimant was legally incapable of doing so.

PHYSICAL EXAM AND AUTOPSY

We, at our own expense, may have an autopsy done where it is not forbidden by law.

TIME OF PAYMENT OF CLAIMS

We will pay all benefits covered by the policy within 30 days of the time we receive proper written proof of loss sufficient to determine liability.

PAYMENT OF CLAIMS

Loss of life benefits are payable in accordance with the beneficiary designation in effect at the time of payment.

TERMINATION PROVISIONS

This policy stops on the earliest of the following dates:

- 1. The date You request termination; or
- 2. The date the maximum benefit is paid under the Policy; or
- 3. On any premium due date, if premium is not paid within 31 days following the premium due date.

You may terminate this policy at any time by written notice delivered or mailed to the Company, effective upon receipt or on such later date as may be specified in such notice. In the event of termination, the Company will return promptly the unearned portion of any premium paid. Termination shall be without prejudice to any claim originating prior to the effective date of cancellation. This provision supersedes and/all other provisions incorporated or attached hereto concerning termination.

REINSTATEMENT

If a policy has terminated because a renewal premium remained unpaid at the end of the Grace Period, the policy may be reinstated within three years of the date of the termination subject to the following:

- 1. Payment of all back premiums at 6% interest; and
- 2. Completion of a reinstatement application that is approved by us.

The Company will not be liable for any loss due to an accident that occurred prior to the reinstatement date. A new two year contestable period will begin from the Effective Date of the reinstatement.

LEGAL ACTIONS

No action can be brought to recover on the policy for at least 60 days after written proof of loss has been furnished. No such action shall be brought more than 3 years after the date proof of loss is required.

FRAUDULENT MISSTATEMENT

If a fraudulent misstatement is made in the application for coverage under the Policy, We may reduce or deny any claim or void the Policy at any time.

MISSTATEMENT OF AGE

If the age of an Insured has been misstated, We will make an equitable adjustment of the premium and benefits. The premium will be the difference between the premiums paid and the premiums that would have been paid at Their true age. If coverage would not have been issued, We will refund the premiums paid for such insurance and terminate the insurance, if no benefits have been paid. Benefits payable will be based on the correct age and premium paid.

ASSIGNMENT

No assignment under this policy shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

OTHER INSURANCE WITH THIS INSURER

If any person is covered under more than one like policy with Starmount Life Insurance, only one policy (chosen by the Owner, Insured, his beneficiary, or his estate) will be effective. The company will return all premiums paid for all other policies.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on the date of issue, is in conflict with the statutes of the state in which the insured resides at the date of issue is understood to be amended to conform to such statutes.

ACCIDENT INSURANCE APPLICATION FORM

	y Form No. 01-002
STARMOUNT LIFE INSURANCE COMPANY • 84 CHOOSE ONE:	185 Goodwood Boulevard∙ Baton Rouge, LA 70806-7878
	100,000] Cash Benefit Accident Protection:
☐ Individual Plan ☐ Family Plan (\$2 more per	· -
	\$200,000] Cash Benefit Accident Protection:
☐ Individual Plan ☐ Family Plan (\$2 more per n	·
	·
PLEASE COMPLETE THE FOLLOWING INFORMATIO	
Primary Insured:	
Address:	
City:	Work or Cell ()
State: Zip:	Email address:
Are you employed? □ Yes □ No Occupation (if self employed,	explain):
Beneficiary:	Relationship:
	(If Beneficiary is a minor, please include their date of birth.)
[Please include me in future communications regarding product	offerings. \square Yes \square No You may opt out at any time by contacting
customer service.] COMPLETE IF APPLYING FOR THE FAMILY PLAN:	
Name of Spouse [or lawful domestic partner]:	
Sex: $\square M \square F$ Date of Birth: (Required) / /	
Beneficiary:	Relationship: (If Beneficiary is a minor, please include their date of birth.)
Name(s) of child(ren) to be included:	(
1	Age Date of Birth (Required)/
2	Age Date of Birth (Required)/
3	Age Date of Birth (Required) /
	n on a separate sheet of paper. If dependent is not your natural child, attach on. If coverage is court ordered, attach a copy of the order.
documentation of legal custody of adoptic	m. If coverage is court ordered, attach a copy of the order.
INDICATE METHOD OF PAYMENT: Enclose your first mo	
VISA/MC) Every 12 months (Receives 5% discount) ☐ Every	6 months \square Every 3 months \square Monthly (Monthly only if check draft or
·	ount automatically. (Enclose a blank check with CANCELLED written
across the face.)	,
☐ Charge Payments to: ☐ VISA ☐ MasterCard Card# ☐ Bill me direct. My first payment is enclosed. (Unavailable if	f paying monthly.) Expiration Date (mm/yy)
Bill the direct. My first payment is enclosed. (Chavanaole in	paying monuny.)
PLEASE ANSWER THESE QUESTIONS:	ownsount Life?
	armount Life?
	ntly own?
	elony?
5. If you had a life threatening accident in the last 2 years, are yo	ou still affected by it?
All the information given is correct and true to the best of my k	knowledge and belief. I agree the answers will form part of the policy. I
	these or a like policy from Starmount Life Insurance Company, and that
	by approved policy is received by me and my payment is received by are reduced by half for anyone age 75 or older. (See back of this page for
exclusions.) Any person who knowingly and with intent to injure,	defraud or deceive any insurer, files a statement of claim or an application
containing any false, incomplete or misleading information is guilt language.)	y of a felony in the third degree. (See back of this page for state specific fraud
XPrimary Insured's Signature	/
Primary Insured's Signature	Date
XSpouse's Signature (if to be insured)	/
In Florida, Agent's signature: Agent: Hans J. Sterr	Date Date Date Date Date Date
Send me more applications for friends and relatives.	

ACCIDENTAL DEATH: Death due to Accidental Bodily Injury caused by Accident occurring while the insurance is in force; the death must occur within 90 days after the date of the Accident; directly and independently of all other causes.

EXCLUSIONS: Exclusions may apply. Please see your policy for limitations and exclusions specific to your state.

Fraud Statements:

For residents of Arkansas and Louisiana: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Alaska: All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

For residents of Arizona: Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an application for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.

For residents of District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Georgia and Texas: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a felony.

For residents of Kansas: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime as determined by a court of law.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Nebraska: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime as determined by a court of law.

For residents of New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for life insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly; and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Tennessee: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for life insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For residents of Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to the penalties under state law.

For residents of Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SERFF Tracking Number: STAR-127630397 State: Arkansas
Filing Company: Starmount Life Insurance Company State Tracking Number: 49908

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: JAD-Accidental Death Policy

Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachments:

Flesch Readability.pdf Certification of Rule 19 .pdf

Certification of Rule 49 .pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

The application is attached in the Form Schedule tab/ b/c it must be approved.

STARMOUNT LIFE INSURANCE COMPANY

FLESCH READABILITY ANALYSIS

FORM	WORDS	PARAGRAPHS	SENTENCES	SCORE
01-002-AR	3423	177	124	47.8
01-002-APP	1540	69	55	57.0

This is to certify that this form meets the minimum score on the Flesch reading ease test in the NAIC Life and Health Insurance Policy Language Simplification Model Act. The Flesch score has been measured by the method described in the act and reflects all text excluding only language or terminology in the following categories entitled to be excepted under the act: the name and address of the insurer; the name, number or title of the policy; the table of contents or index; captions and subcaptions; specifications pages, schedules or table; language required by law or regulation; medical terminology; and words which are defined in the policy.

Jeffrey G. Wild Chief Financial Officer Starmount Life Insurance Company

DATE: 9/21/2011

Starmount Life Insurance Company

P.O. Box 98100 Baton Rouge, LA 70898

Certification

This is to certify that I have reviewed Regulation 19 and this submission meets
the provisions of this rule as well as all applicable requirements of the Arkansas
Department of Insurance.

Christie Moreau-Mabile
Compliance Specialist
Starmount Life Insurance Company

DATE: _September 26, 2011_____

Starmount Life Insurance Company

P.O. Box 98100 Baton Rouge, LA 70898

Certification

This is to certify that I have reviewed Rule and Regulation 49 – Life and Health Insurance Guaranty Association Notices. This submission meets the provisions of this rule as well as all applicable requirements of the Arkansas Department of Insurance.

Christie Moreau-Mabile
Compliance Specialist
Starmount Life Insurance Company

DATE: _9-26-11____